City of Kirkland 123 5th Avenue Kirkland, Washington 98033

REQUEST FOR PROPOSALS (RFP)

Furniture for Maintenance Center & Annex Building Job No. 42-16-FAC

Release Date: September 22, 2016

Proposals shall be accepted until 3:00 PM PDT, October 20, 2016 at: 3:00 pm

City of Kirkland Attn: Chris Dodd

City of Kirkland Request for Proposals Furniture for Maintenance Center & Annex Building

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of 83,460, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington. (King County includes the City of Seattle and has a population of 1.8 million.)

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city's 2015-2016 final budget is 584 million. The city employs over 540 regular employees. The City of Kirkland is seeking the professional assistance of qualified firms to provide office furniture to be placed in the renovated City Hall.

Purpose and Objective

The City of Kirkland requests proposals from qualified suppliers to provide systems furniture as outlined in the RFP, Attachment A and Attachment B. All furnishings will be purchased, received, and stored by the supplier and transported to the Annex and Maintenance Center for installation by the supplier. Upon completion of the project, all records, warranty information and all pertinent information shall be released to the City of Kirkland. The estimated cost for this project is \$75,000 to \$85,000 including all known alternates and Washington State Sales Tax.

Scope of Services

Specifically, the City requests a qualified supplier to provide the furnishings, storage, transportation and installation services for the Maintenance Center and Annex Project Furnishings as outlined in the RFP, Attachment A, Attachment B and Attachment C.

Site Visit

Suppliers are encouraged to visit the Maintenance Center and Annex Building sites. A site visit is scheduled for 10:00 am on October 5th. The site visit will commence at the Kirkland Maintenance Center, 915 8th Street, Kirkland WA 98033.

Proposed Timeline

Timeline dates are tentative and may be changed to meet the City's needs.

September 22, 2016 Issue RFP
October 5 Site Visit/Pre-Proposal Meeting at 10:00 am PDT

October 12 Deadline for questions

October 14 City provides answers to all questions submitted.

October 20 Proposals due by 3:00 pm PDT.

November 4 Complete evaluation of the proposals and supplier reference checks.

November 7, 2016 Supplier and City commence contract execution.

Questions

All questions are to be addressed to the project manager (see below). All questions must be submitted in writing prior to 5:00 pm PDT, October 12. All questions and answers will be provided directly to those who have expressed an interest in submitting a proposal for this project. Questions and Answers will also be posted to the City's "Request for Proposals" webpage at www.kirklandwa.gov. Locate by clicking on "Business at the top of the webpage and then "Request for Proposals" under "Doing Business with the City."

Project Manager

Project Manager is: Chris Dodd, Facilities Services Manager

City of Kirkland – City Manager's Office

123 Fifth Avenue Kirkland, WA 98033

E-mail: cdodd@kirklandwa.gov

Proposal Submittal Instructions

Proposals must be received by no later than 3:00 pm PDT on October 20, 2016.

We encourage that proposals be submitted by email. Emailed proposals should include "Proposal-Job #42-16-FAC" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland Attn: Barry Scott – Job #42-16-FAC 123 5th Avenue Kirkland, WA 9803

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope: Furniture RFP-Job #42-16-FAC. The supplier's name and address must be clearly indicated on the envelope.

Proposal Requirements

The sections and appropriate information described below must be included with any proposal.

SECTION A: Company/Product Information

This section will provide information about the supplier/company. Hereinafter supplier and company will have the same meaning.

SECTION B: Scope

Provide a brief description of the firm's proposed approach to this project and include descriptive literature of the proposed furnishings, a project timeline and whether or not existing furnishings will be accepted for trade-in. The supplier should also acknowledge having read and understood what is stated in the RFP, Attachment A, Attachment B and Attachment C.

SECTION C: Costs

In this section, the supplier is to detail all of the costs associated with the goods and services requested in this RFP, Alternate 1, Alternate 2 and Alternate 3 as referenced in Attachment A.

SECTION D: References

References are to be organizations that wherever possible include organizations that have utilized a similar scope of work within the past two years.

SECTION E: Interviews

If necessary, the City may conduct interviews as part of the final selection process. Interviews will be scored separately.

Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance:

- Specialized experience and technical competence of the supplier and its personnel, considering the type of services required. Recent experience and expertise with similar projects.
- 2. Proposed cost to perform the work.
- 3. Capacity to perform the work within a reasonable timeframe, considering the firm's current and planned workload.
- 4. Past record of performance on contracts with Kirkland, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations.

Component	Score
Responsiveness to RFP instructions	5 points
Experience and Competence	40 points
Proposed Cost	25 points
Schedule	10 points
References (Minimum of 3)	15 points
Unique Features	5 points
Total	100 points

Contract Requirements

The successful Supplier will be required to enter into a contract with the City substantially similar to that which is part of this RFP and shown below.

Sample Contract



GENERAL SERVICES CONTRACT

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and (hereinafter the "Contractor").

I. SERVICES PROVIDED

The Contractor agrees to provide all necessary labor to perform the following services for the City:

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

Contractor agrees to p	erform the services under this Agreement for a period of $__$
years, commencing upo	n acceptance of this Agreement, and with the anticipated star
date of	The City reserves the right to, at City's option, extend the
agreement for up to	additional years.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$_____. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the

office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- 2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02. XII. **NOTICES/FORMAL COMMUNICATIONS** Written notices, requests, or grievances to the City shall be made to: _____, Attention: Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. XIII. **GENERAL ADMINISTRATION AND MANAGEMENT** The _____ for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City. **ENTIRE AGREEMENT/MODIFICATION** XIV. This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto. Agreed to and executed this ______ day of ______, 20_____. **CONTRACTOR** CITY OF KIRKLAND By: _____ (signature) Its:

XI.

COMPLIANCE WITH LAWS

Print Name_____

City, Zip

Address

Phone(s) ______SS#/Tax ID# of Payee:

Date:

APPROVED AS TO FORM:

Kirkland City Attorney

Attachment A

Workstation Specification & Alternates

City of Kirkland is looking for proposals to purchase either new or reconditioned systems furniture in good condition for the Annex and Maintenance Center buildings. The City has recently purchased reconditioned Steelcase Montage for the City Hall. It is not a requirement that the furniture be the same furniture purchased for City Hall.

The Annex building will need approximately the following:

Ground Floor:

- (7) 6 x 8 workstations
- (4) 8 x8 workstations
- (1) Office layouts

Upper Floor:

- (12) 8 x 8 workstations
- (4) 6 x8 workstations. (1) With a reception counter
- (2) Office layouts

The Annex is a LEED Gold building historic building. The windows provide the ventilation for the space so they need to remain accessible to staff to open and close.

The Maintenance Center will need the following:

- (7) 6 x 8 workstations
- (5) 8 x 8 workstations
- (6) Office layouts

Attachment B shows the number of people needed in each space. The City is interested in unique layouts or products that accommodate the required number of people in the space. The layouts do not have to be standard 8 x 8 or 6 x 8 workstations. This is just a base for reference. If there are more than one creative solution that can accommodate the same number of people, please provide a plan and price on Attachment C –in the line "Alternate B".

As a reference the City Hall workstation specification is as follows:

- Workstations are 8' x 8' and some 6' x 8'
- 55" tall panels with glass vision panels at the top.
- Tackable surfaces on the inside of the workstation
- One panel for accessories
- Rolling pedestal
- 30" wide two drawer lateral
- 55" tall tower accommodating coats, file storage drawers and open shelves or similar
- Electrical and Data should be run in the panels

Alternates

Alternate 1: Add 55" towers – one per workstation